

CERTIFIED COPY

FILED
11/26/07 3:40pm
MICHAEL K. JEANES, Clerk
By J. M. [Signature]
Deputy

TERRY GODDARD
The Attorney General
Firm No. 14000

Sandra R. Kane, No. 007423
Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007
Telephone: (602) 542-8862
CivilRights@azag.gov
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

THE STATE OF ARIZONA *ex rel.* TERRY
GODDARD, the Attorney General, and THE
CIVIL RIGHTS DIVISION OF THE
ARIZONA DEPARTMENT OF LAW,

Plaintiff,

vs.

STANISLAWA BARBARA OGORZALY, an
unmarried woman; REMODELERS LTD; W.
JUNE LAMB and GAYLE NORMAN LAMB,
wife and husband; WWKK, L.L.C., an Arizona
limited liability company, d/b/a KELLER
WILLIAMS, PROFESSIONAL PARTNERS,

Defendants.

W. JUNE LAMB, a married woman and
WWKK, L.L.C., an Arizona limited liability
company,

No. CV2006-019788

CONSENT DECREE

(Assigned to Hon. Edward O. Burke)

1 d/b/a KELLER WILLIAMS PROFESSIONAL
2 PARTNERS,

3 Cross-Claimant

4 v.

5 STANISLAWA BARBARA OGORZALY, an
6 unmarried woman,

7 Cross-Defendant

8
9 Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil
10 Rights Division (collectively "the State"), filed this action against Defendants Stanislawa
11 Barbara Ogorzaly, Remodelers Ltd., W. June Lamb, Gayle Norman Lamb, and WWKK, LLC
12 d/b/a Keller Williams, Professional Partners (collectively "Defendants"), alleging that they
13 engaged in race discrimination against prospective renters, Herman Green, Jr. and Velvie C.
14 Green (collectively "the Greens"), in violation of the Arizona Fair Housing Act ("AFHA"),
15 A.R.S. §§ 41-1491 to 41-1491.37, by allegedly making discriminatory statements, allegedly
16 refusing to rent after receiving a bona fide offer, or allegedly otherwise making a townhouse
17 unavailable for rental.
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20 The State and Defendants (collectively "the Parties") desire to resolve the issues raised
21 by the First Amended Complaint, without the time, expense and uncertainty of further
22 contested litigation. The Parties expressly acknowledge that this Consent Decree is the
23 compromise of disputed claims and that there was no adjudication of any claim. The Parties
24 further acknowledge that Defendants have not admitted nor do they now admit the truth of any
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1 claim or liability for any claims made in the Complaint and/or the First Amended Complaint
2 filed in this matter, or otherwise alleged by the State in this lawsuit. Notwithstanding their
3 non-admission of liability, Defendants agree to be bound by this Consent Decree and not to
4 contest that it was validly entered into in any subsequent proceeding to implement or enforce
5 its terms. The Parties therefore have consented to the entry of this Consent Decree, waiving
6 trial, findings of fact, and conclusions of law.
7

8 It appearing to the Court that entry of this Consent Decree will further the objectives of
9 the Arizona Civil Rights Act, and that this Consent Decree fully protects the Parties and the
10 public with respect to the matters within the scope of this Consent Decree,
11

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
13 follows:
14

15 **JURISDICTION**

16 1. This Court has jurisdiction over the subject matter of this action and over the
17 Parties hereto, and venue in Maricopa County is proper.
18

19 **RELEASE**

20 2. This Consent Decree and the consideration provided therein resolves all issues
21 and claims raised in the State's Complaint and First Amended Complaint filed in this case,
22 and issues and claims whether known or unknown that were required to be raised, or that
23 could have been raised under the Arizona Fair Housing Act or the Federal Fair Housing Act
24 with respect to the administrative fair housing complaint filed against Defendants by Herman
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1 Green, Jr. and Velvie C. Green. By their signatures approving the form and content of this
2 Consent Decree, Herman Green, Jr. and Velvie C. Green, have released any claims, whether
3 known or unknown, that they may have against the Defendants arising out of the matters
4 contained in their administrative fair housing complaint or this lawsuit, including but not
5 limited to claims under the Arizona Fair Housing Act and the Federal Fair Housing Act,
6 except for Defendants' performance of obligations under this Consent Decree.
7

8 **NO DISCRIMINATION**

9
10 3. Consistent with the meanings of A.R.S. § 41-1491, et seq., Defendants shall
11 abide by the Arizona Fair Housing Act and shall not engage in housing discrimination based
12 upon race, color, religion, sex, national origin, familial status, or disability. In particular,
13 Defendants shall not make, print, publish, or cause to be made, printed or published any notice,
14 statement or advertisement with respect to the sale or rental of residential real property that
15 indicates any illegal preference, limitation or discrimination or intent to make an illegal
16 preference, limitation or discrimination based on the race, color, sex, religion, national origin,
17 familial status or disability of the prospective buyers or renters.
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20 **NO RETALIATION**

21 4. Defendants shall not directly or indirectly engage in retaliation of any kind in
22 violation of the Arizona Fair Housing Act against Herman Green, Jr. or Velvie C. Green, or
23 against any other person because of the matters raised in the State's First Amended Complaint
24 or because he or she has opposed any practice reasonably believed by him or her to be
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1 unlawful under A.R.S. §§ 41-1491.14 through 41-1491.21, or because he or she has given
2 testimony or assistance, or participated in any manner in any investigation or proceeding under
3 the Arizona Fair Housing Act.

4 **MONETARY PAYMENTS**

5
6 5. Defendants W. June Lamb, Gayle Norman Lamb, and WWKK, LLC d/b/a Keller
7 Williams, Professional Partners shall pay the sum certain of Thirty Thousand Dollars (\$30,000)
8 to Herman Green, Jr. and Velvie C. Green, within ten (10) business days of the Court's entry of
9 this Consent Decree by means of an insurance company check in the amount of \$30,000 made
10 payable to Herman Green, Jr. and Velvie C. Green, and delivered to Sandra R. Kane, Assistant
11 Attorney General, Civil Rights Division, 1275 W. Washington, Phoenix, AZ 85007, or her
12 successor.
13

14
15 6. Defendants Stanislaw Barbara Ogorzaly and Remodelers Ltd. shall pay the sum
16 certain of Twenty-Five Thousand Dollars (\$25,000) to Herman Green, Jr. and Velvie C. Green,
17 by means of the following checks from the Trust Account of their attorney, Jeffrey F.
18 Arbetman, made payable to Herman Green, Jr. and Velvie C. Green, and delivered to Sandra
19 R. Kane, Assistant Attorney General, Civil Rights Division, 1275 W. Washington, Phoenix,
20 AZ 85007, or her successor, in accordance with the following payment schedule: (a) a check
21 in the amount of \$15,000 on the effective date of this Consent Decree; (b) a check in the
22 amount of \$5,000 due no later than ninety (90) days after the effective date of this Consent
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1 Decree; and (c) a check in the amount of \$5,000 due no later than one hundred eighty (180)
2 days after the effective date of this Consent Decree.

3 **COSTS**

4 7. The Parties shall bear their respective attorneys' fees and costs incurred in this
5 action up to the date of entry of this Consent Decree. In any action brought to assess or
6 enforce Defendants' compliance with the terms of this Consent Decree, the Court in its
7 discretion may award reasonable costs and attorneys' fees to the prevailing party.
8

9 **NON-DISCRIMINATION POLICY AND PROCEDURES**

10 8. Within sixty (60) days from the effective date of this Consent Decree, Defendant
11 WWKK, LLC ("Keller Williams") shall distribute a written Non-Discrimination Housing
12 Policy ("the Policy") to its broker(s) and real estate agents (including independent contractors).
13 Keller Williams shall distribute the Policy via e-mail to all its brokers and real estate agents
14 (including independent contractors) and shall provide the State with the names of the
15 individuals it distributed the Policy to within thirty days (30) thereafter. Keller Williams also
16 agrees to distribute the Policy in the new hire paperwork it provides to new brokers, real estate
17 agents (including independent contractors) and employees.
18

19 The Policy shall include the following provisions: (a) a statement that Keller Williams
20 will not engage in and/or tolerate housing discrimination based on race, color, sex, religion,
21 national origin, familial status or disability by any of its brokers, real estate agents (including
22 independent contractors), or employees; (b) instructions that brokers, real estate agents
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1 (including independent contractors), and employees of Keller Williams shall not discriminate
2 against individuals with respect to the sale or rental of residential real property, based on race,
3 color, sex, religion, national origin, familial status or disability, nor shall they: (i) ask the race,
4 color, sex, religion, national origin, familial status or disability of prospective buyers or renters,
5 (ii) inquire of real estate agents outside of Keller Williams regarding the race, color, sex,
6 religion, national origin, familial status or disability of prospective buyers or renters; or (iii)
7 inform real estate agents outside of Keller Williams of the preference or intent of a Keller
8 Williams client not to sell, purchase or rent residential real property to buyers or renters of a
9 particular race, color, sex, religion, national origin, familial status or disability until such time
10 as Keller Williams has terminated its relationship with the client; (c) instructions that brokers,
11 real estate agents (including independent contractors), and employees of Keller Williams may
12 not knowingly apply or convey different terms or conditions of sale or rental of residential real
13 property based on the race, color, sex, religion, national origin, familial status or disability of
14 prospective buyers or renters.
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19 The Policy must also contain a provision(s) instructing Keller Williams' real estate
20 agents (including independent contractors) to immediately (or as soon as reasonably
21 practicable) notify the managing broker if any existing or prospective client expresses an intent
22 to discriminate or a discriminatory preference or limitation with respect to the sale or rental of
23 its residential real property based on race, color, sex, religion, national origin, familial status or
24 disability. If such statements are made by a prospective client who has not entered into an
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1 agreement and/or contract with Keller Williams, the real estate agent (including independent
2 contractors) must immediately decline to represent the prospective client in the sale, purchase
3 and/or rental of any residential real estate.

4 The Policy shall state further that if an existing client of Keller Williams expresses an
5 intent to discriminate or a discriminatory preference or limitation with respect to the sale or
6 rental of the client's residential real property based on race, color, sex, religion, national origin,
7 familial status or disability then: (1) the real estate agent shall take no further action toward
8 completion of the listing and/or the sale or rental of the residential real property, including but
9 not limited to: conveying offers, negotiating terms, or making inquiries of other real estate
10 agents or of prospective buyers or renters; (2) the real estate agent shall immediately, or as
11 soon as reasonably practicable, notify the designated broker or managing broker on call that a
12 client has made a statement indicating an intent to discriminate or a discriminatory preference
13 based on race, color, sex, religion, national origin, familial status or disability; and (3) the
14 designated and/or managing broker shall, as soon as reasonably practicable: (a) order Keller
15 Williams' immediate withdrawal from representation of the client; (b) cancel all contracts for
16 the sale, purchase and/or rental of residential property Keller Williams has with the client (c)
17 send written notice to the client of Keller Williams' cancellation of its representation of the
18 client in the sale, purchase and/or rental of residential property; (d) cancel all listings Keller
19 Williams has posted on the MLS database on behalf of the client; (e) make a written record of
20 the information provided by the real estate agent, the time the information was provided, the
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1 course of action adopted by Keller Williams, and the date and time that the action was taken,
2 and (f) forward a copy of that entire record to Keller Williams' designated broker who shall
3 maintain the record to ensure compliance with the Policy.

4 The Policy shall also contain a provision informing all of Keller Williams brokers, real
5 estate agents (including independent contractors) and employees that failure to comply with the
6 Policy will result in discipline up to and including termination of employment or termination of
7 the agency relationship.
8

9 **TRAINING**

10
11 9. During the duration of this Consent Decree, Keller Williams will conduct
12 training sessions on the Policy on an on-going and regular basis. The training sessions offered
13 by Keller Williams shall be at least thirty (30) minutes in duration with the first training
14 sessions occurring within one hundred-twenty (120) days of the effective date of this Consent
15 Decree. Keller Williams also agrees to incorporate training on the Policy into its new hire
16 training program it provides to new brokers and real estate agents (including independent
17 contractors). Keller Williams further agrees to post a video recording of a training session on
18 the Policy on its intra-net website.
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21 10. Commencing six months from the effective date of this Consent Decree and
22 every six months thereafter for the duration of this Consent Decree, Keller Williams shall
23 provide written reports to the State containing the names of the new brokers and real estate
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1 agents (including independent agents) who have had training on the Policy, the date of hire,
2 and the date of training on the Policy.

3 11. In addition to the training on the Policy referred to in Paragraph 9, Defendant W.
4 June Lamb was required to attend three (3) hours of fair housing training. The State has
5 received written confirmation that Defendant W. June Lamb has completed the required three
6 (3) hours of fair housing training and the curriculum and the instructor for the fair housing
7 training was approved in advance by the State. June Lamb, therefore, has satisfied her
8 obligations under this Paragraph.
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11 12. Defendant Stanislawa Barbara Ogorzaly shall attend three (3) hours of fair
12 housing training within ninety (90) days of the effective date of this Consent Decree. The
13 curriculum and the instructor for this fair housing training shall be submitted to the State for
14 approval in advance of the training. Within ten (10) business days after the ninety (90) day
15 period for completion of this training, Defendant Stanislawa Barbara Ogorzaly shall provide
16 the State with documentation that she completed the fair housing training.
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19 TOWN HALL

20 13. The State and Keller Williams shall use their best efforts to work together to
21 organize and participate in a town hall program ("the Town Hall") to occur, if possible, within
22 six (6) months of the effective date of this Consent Decree. The contemplated purpose of the
23 Town Hall is to discuss the impact of housing discrimination, ways to change discriminatory
24 attitudes, and specific steps or policies that real estate professionals can follow to help
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1 eradicate housing discrimination in Arizona. The State and Keller Williams anticipate that the
2 Town Hall will be held at a mutually agreeable site in Maricopa Country, Arizona. Further, the
3 State and Keller Williams agree that the Town Hall will not be used as a forum to disparage
4 any of the parties to the Consent Decree.
5

6 **MONITORING**

7 14. The State shall monitor Defendants' performance for compliance with
8 Paragraphs 5, 6, 8, 9, 10, 11 and 12 of this Consent Decree.
9

10 **NOTICES**

11 15. When this Decree requires the submission of payments, reports, notices or materials
12 for review to the State, they shall be mailed to: Sandra R. Kane, Assistant Attorney General,
13 Office of the Attorney General, Civil Rights Division, 1275 W. Washington, Phoenix, Arizona
14 85007, or her successor(s).
15

16 **CONTINUING JURISDICTION OF THE COURT**

17 16. The Court shall retain jurisdiction over both the subject matter of this Consent
18 Decree and the parties for a period of two years from entry of the Consent Decree. This
19 Consent Decree shall expire by its own terms at the end of two years after entry of the Consent
20 Decree, without further action of the parties. The State may petition this Court for compliance
21 with this Consent Decree at any time during the period that this Court maintains jurisdiction
22 over this action. Should the Court determine that Defendants have not complied with this
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1 Consent Decree, appropriate relief, including extension of the Consent Decree for such period
2 as may be necessary to remedy the non-compliance, may be ordered.

3 **CHOICE OF LAW**

4
5 17. This Consent Decree shall be governed in all respects whether as to validity,
6 construction, capacity, performance or otherwise by the laws of the State of Arizona.

7 **CONTINUING OBLIGATIONS**

8
9 18. Defendants' obligations under this Consent Decree shall be binding upon
10 Defendants' heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy,
11 personal representatives, agents, employees, and all persons in active concert or participation
12 with Defendants.

13
14 **MODIFICATION**

15 19. There shall be no modification of this Consent Decree without the written
16 consent of Defendants and the State and the further order of this Court. In the event of a
17 material change of circumstances, the Parties agree to make a good faith effort to resolve this
18 matter. If the Parties are unable to reach agreement, either party may ask the Court to make
19 such modifications as are appropriate.
20

21 **INDEPENDENT OBLIGATIONS**

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23 20. The obligations of each Defendant under this Consent Decree are independent of
24 the obligations owed by any other Defendant. Thus, a breach by one Defendant of any of their
25 respective obligations under this Consent Decree shall not be a breach by any other
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1 Defendant(s). If one Defendant breaches this Consent Decree, the rights and obligations of the
2 other Defendant(s) shall continue on with full force and effect.

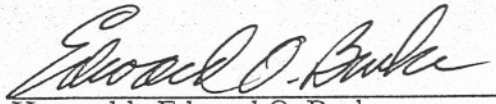
3 **PRESS RELEASE(S) BY THE STATE**

4 21. The State agrees that in any press release it issues regarding the resolution of this
5 case, the State will include language stating that the Consent Decree does not constitute an
6 admission of any wrongdoing by the Defendants.
7

8 **EFFECTUATING DECREE**

9 22. The Parties agree to the entry of this Consent Decree upon final approval by the
10 Court. The effective date of this Consent Decree shall be the date that it is entered by the
11 Court.
12

13 ENTERED AND ORDERED this 20 day of November, 2007.
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17 Honorable Edward O. Burke
18 Judge, Maricopa County Superior Court
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The foregoing instrument is a full, true and correct copy
of the original document.

Attest November 26 20 07
MICHAEL K. JEANES, Clerk of the Superior Court of the
State of Arizona, in and for the County of Maricopa.

By  Deputy

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CONSENT TO DECREE

1. On behalf of Defendant WWKK, LLC d/b/a Keller Williams, Professional Partners, I acknowledge that I have read the foregoing Consent Decree, and that Defendant WWKK, LLC d/b/a Keller Williams, Professional Partners is aware of its right to a trial in this matter and has waived that right.

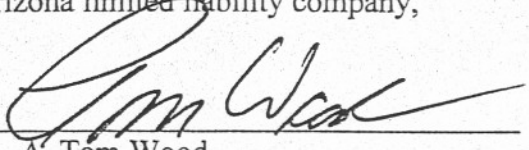
2. Defendant WWKK, LLC d/b/a Keller Williams, Professional Partners agrees to the jurisdiction of the Court, and consents to entry of this Consent Decree.

3. Defendant WWKK, LLC d/b/a Keller Williams, Professional Partners states that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce it to enter into this Consent Decree, that it has entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

4 I am a member and manager of WWKK, LLC d/b/a Keller Williams, Professional Partners, and have been expressly authorized by WWKK, LLC d/b/a Keller Williams, Professional Partners to enter into this Consent Decree for and on behalf of WWKK, LLC d/b/a Keller Williams, Professional Partners.

WWKK, LLC,
an Arizona limited liability company,

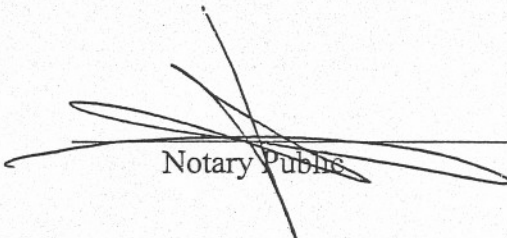
By


A. Tom Wood

Member and Manager

State of Arizona)
) SS.
County of Maricopa)

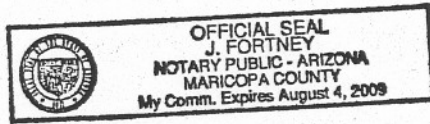
SUBSCRIBED AND SWORN to before me this 14 day of November,
2007, by A. Tom Wood.


Notary Public

My Commission Expires:

8.4.09

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CONSENT TO DECREE

1. I acknowledge that I have read the foregoing Consent Decree, and that I am aware of my right to a trial in this matter and have waived that right.

2. I agree to the jurisdiction of the Court, and consent to entry of this Consent Decree.

3. I hereby state that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce me to enter into this Consent Decree, that I have entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

W June Lamb

W. June Lamb

State of Arizona)
) SS.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 8 day of Nov,
2007, by W June Lamb.

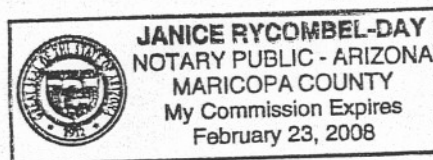
Janice Rycomb

Notary Public

My Commission Expires:

23 FEB 2008

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3. I hereby state that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce me to enter into this Consent Decree, that I have entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

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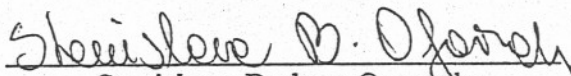
CONSENT TO DECREE

1. I acknowledge that I have read the foregoing Consent Decree, and that I am aware of my right to a trial in this matter and have waived that right.

2. I agree to the jurisdiction of the Court, and consent to entry of this Consent Decree.

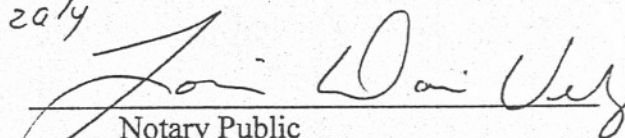
3. I hereby state that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce me to enter into this Consent Decree, that I have entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

4. I further state that I have been represented by counsel in this case, and that the terms of this Consent Decree have been explained to me to my satisfaction, and are fully understood by me.


Stanislawa Barbara Ogorzaly

State of Arizona)
) SS.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 9th day of November,
2007, by Stanislawa B. Ogorzaly


Notary Public

My Commission Expires:



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CONSENT TO DECREE

1. On behalf of Defendant Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd., I acknowledge that I have read the foregoing Consent Decree, and that Remodelers, Ltd. is aware of its right to a trial in this matter and has waived that right.

2. Defendant Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd., agrees to the jurisdiction of the Court, and consents to entry of this Consent Decree.

3. Defendant Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd., states that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce it to enter into this Consent Decree, that it has entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

4 I am the President of Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd., and have been expressly authorized by Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd., to enter into this Consent Decree for and on behalf of Remodelers, Ltd., an Illinois corporation, now known as Home Remodelers Ltd.,.

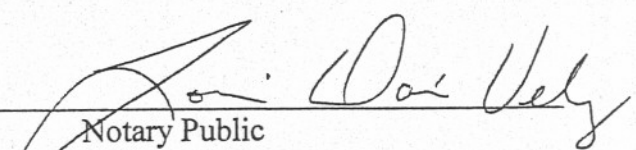
REMODELERS, LTD,
An Illinois corporation,
now known as HOME REMODELERS LTD,

By Stanislawa B. Ogorzaly
Stanislawa Barbara Ogorzaly
President

State of Arizona)
) SS.
County of Maricopa)

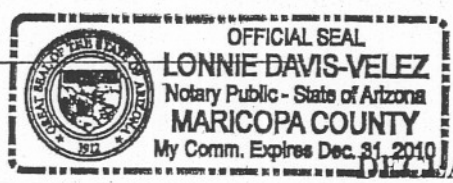
SUBSCRIBED AND SWORN to before me this 9th day of November,
2007, by Stanislawa B. Ogorzaly

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Notary Public

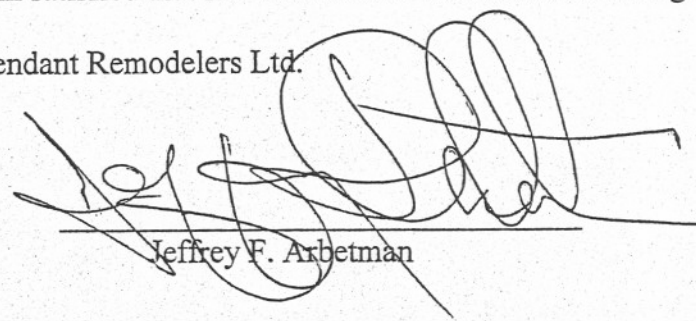
My Commission Expires:



DECLARATION OF ATTORNEY

I, Jeffrey F. Arbetman, hereby state and declare, as follows:

1. I am an attorney duly licensed in the State of Arizona and I represent Defendants Stanislawa Barbara Ogorzaly and Remodelers Ltd. in this case;
2. I have reviewed in detail the terms of the Consent Decree with Defendant Stanislawa Barbara Ogorzaly and I am satisfied that she understands the terms and has agreed to them on behalf of herself and Defendant Remodelers Ltd.

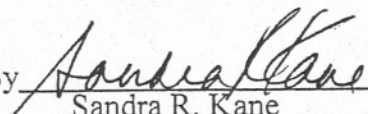


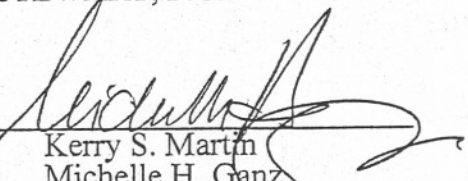
Jeffrey F. Arbetman

1 APPROVED AS TO FORM AND SUBSTANCE this 15th day of November
2 2007:

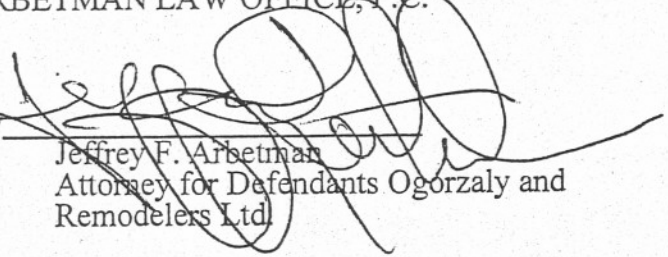
3 TERRY GODDARD
4 Attorney General

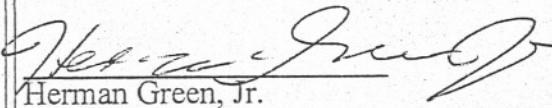
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

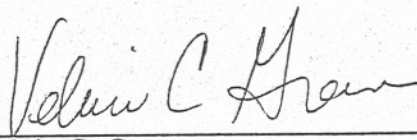
5
6 By 
7 Sandra R. Kane
8 Assistant Attorney General
9 Attorneys for Plaintiff

By 
Kerry S. Martin
Michelle H. Ganz
Attorneys for Defendants Lamb and
Keller Williams

9 ARBETMAN LAW OFFICE, P.C.

10
11 By 
12 Jeffrey F. Arbetman
13 Attorney for Defendants Ogorzaly and
14 Remodelers Ltd.

15 
16 Herman Green, Jr.


17 Velvie C. Green

18
19
20 #84470
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